

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

GLENN H. OLAY,

Plaintiff,

v.

Civil Action No. 04-266 Erie

.....
HENRY M. HEARNE,

Plaintiff,

v.

Civil Action No. 04-276 Erie

.....
PAUL L. PLYLER,

Plaintiff,

v.

Civil Action No. 04-277 Erie

.....
WILLIAM F. LUNDER,

Plaintiff,

v.

Civil Action No. 04-278 Erie

.....
LYNN A. RHODES,

Plaintiff,

v.

Civil Action No. 04-279 Erie

.....
TERRY K. ROCKWELL,

Plaintiff,

v.

Civil Action No. 04-280 Erie

.....
MOTION CONTROL INDUSTRIES,
DIVISION OF CARLISLE CORPORATION,
RETIREMENT PLAN FOR BARGAINING
UNIT EMPLOYEES OF MOTION
CONTROL INDUSTRIES, DIVISION OF
CARLISLE CORPORATION,

Judge Maurice B. Cohill, Jr.

Defendants.

PLAINTIFF'S APPENDIX TO CONCISE STATEMENT OF MATERIAL FACTS

Plaintiffs hereby submit this Appendix to their Concise Statement of Material Facts, as required by W.D.PA.LR 56.1(B)(3). The documents appended here to as Exhibits 1-11 are as follows:

1. CBA
2. Plan for Hourly Paid Employees
3. Part II Supplement to Plan
4. Defendant's Answers to Plaintiff's Interrogatories
5. March 23, 2004, letter
6. April 20, 2004, letter
7. May 24, 2004, letter
8. Social Security Determinations
9. August 7, 2003, letter
10. Arbitrator Franckiewicz Award
11. Employee Pay Rate and Vacation

Respectfully submitted,

JUBELIRER, PASS & INTRIERI, P.C.

BY: /s/ Jason Mettley 

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Attorneys for Plaintiffs

AGREEMENT

between

MOTION CONTROL INDUSTRIES

and
General Electric Corporation

and

THE
BOYD & CO
ACF - CTS

THIS AGREEMENT IS MADE THIS 1st DAY OF APRIL 2006

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PREAMBLE

- (1) Agreement, made this 20th day of July, 2000 between Motion Control Industries, Division of Carlisle Corporation, hereinafter referred to as "Company" and Local 502 affiliated with International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO hereinafter referred to as "Union," as agent for and on behalf of the Company's hourly production and maintenance employees, hereinafter referred to as "Employees."
- (2) The purpose of this Agreement is to provide orderly collective bargaining relations, to establish and maintain friendly and harmonious relations between the Company and the Union, to secure prompt and equitable settlement of grievances and to establish and maintain fair wages, hours, and working conditions for employees covered by this Agreement. The Company and the Union agree to cooperate fully in efforts to reduce scrap, maintain present and new equipment, increase plant operating efficiency, and maintain a safe working environment.
- (3) The Company and the Union have established a Severance Plan that became effective January, 1986. The terms, conditions, and funding of the Plan appear in a separate agreement which shall not be affected by the duration of this or any succeeding labor Agreement.
- (4) In the event the Company's facility located in Ridgway, Pennsylvania, is shut down as a result of relocation of its friction materials operations, the Company agrees to negotiate in good faith with the Union all the benefits under the terms of this Agreement.
- (5) It is the intent of the parties where expressions "he, his," etc. appear in this Agreement, they shall include both sexes.

ARTICLE 1
UNION RECOGNITION, SECURITY, AND CHECK-OFF

- (6) Section 1: The Company recognizes the Union as the sole and exclusive collective bargaining agent for all its production and maintenance hourly employees on the Company's payroll at its plant in Ridgway, Pennsylvania, except Supervisory Employees, Foremen, Assistant Foremen, Timekeepers, Guards or Watchmen with respect to rates of pay, hours of employment and other conditions of employment. Employees not covered by this Agreement shall not perform production or maintenance work, except for experimental purposes, on new machinery or indirect training of employees.
- (7) (a) The Company agrees that no outside contracting of work, of the type normally performed by the maintenance employees and for which proper and adequate skills, equipment, and facilities necessary for the performance of such work exists in house, will be done without prior agreement with the Union. Where manpower availability is not adequate to perform the work within the time required without adversely affecting normal maintenance operations, such conditions will be discussed with the Union prior to a decision being made.
- (8) Section 2: All current members of the Union must remain members in good standing as a condition of employment for the life of this Agreement. All employees who are not now members of this Union and all new employees shall be given an election to either become members of the Union or to pay, as a condition of employment, to the Union, the employees' exclusive bargaining agent, an amount of money equal to that paid by other members in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual dues. For employees now inactive, such payments shall start thirty (30) calendar days following their becoming active. For new employees, such payment will start six (6) weeks, two hundred forty hours, after their date of hire. This time period for new

hires may be extended up to an additional six (6) weeks by mutual agreement between the Company and the Union.

- (9) (a) Separation from the payroll will occur only upon written notice by the Union to the Company that an Employee has failed to tender payment either as a Union Member or agency fee participant. The Union agrees to indemnify the Company from action taken under this provision.
- (10) Section 3: During the term of this Agreement, the Company agrees to deduct from the earnings of all Employees who, on the date of this Agreement, are members of the Union and who thereafter become members and have signed and delivered to the Company, authorization cards to check off stipulated monthly dues, together with initiation fee, if payable, and pay same monthly to the Financial Secretary of Local 502. Furthermore, the Company will likewise check off from the earnings of all Employees who are not members of the Union but who give written authorization to so deduct the equivalent agency fee and pay same to Local 502. Said authorization shall be binding and effective upon such Employees who give said authorizations. Employees may revoke their check-off authorization in accordance with revocation provisions but must then pay their dues or fees direct to the Union.

LOCAL 502, IUE-AFL-CIO
INDIVIDUAL CHECK-OFF
AUTHORIZATION

To: _____
(NAME OF COMPANY)

Effective Date: _____

- (11) I authorize and direct you to check off from my pay each month the sum of \$_____ as my monthly Union membership dues, (agency equivalent fee), including initiation fee of \$_____ (if payable) and promptly to remit same to Local 502, IUE-AFL-CIO.

- (12) This check-off authorization shall continue until revoked and may be revoked only at times and in the manner provided below and shall be irrevocable for a period of one year from _____20____ or until the expiration of the Agreement between the Company and the Union (whichever occurs sooner), and shall be irrevocable for each succeeding year thereafter, or until the expiration of the said successive applicable Agreement between the Company and the Union (whichever occurs sooner), unless it is revoked by me within the seven (7) days preceding the end of such period of irrevocability.
- (13) Revocation shall be effective only if I give you and Local 502 written notice by individual registered mail, return receipt requested, and it is received or postmarked during the period specified above.

(EMPLOYEE'S SIGNATURE)

Dept. _____ Clock No. _____
Local 502, IUE-AFL-CIO

- (14) Section 4: The Union agrees not to coerce or intimidate any employee into becoming a member of, or continuing membership in the Union, and the Company agrees not in any way, to discriminate against any employee who fails to request the continuation of the deduction of his initiation fees and/or dues after the life of this Agreement.
- (15) It is further agreed that there shall be no discrimination by the parties on the basis of race, color, religion, national origin, creed, sex, age, or any other reason.
- (16) Section 5: There shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer of or in any other capacity on behalf of the Union.
- (17) Section 6: The Company recognizes the Chief Steward, Assistant Chief Steward, and three (3) Shop Stewards and agrees to pay each of these Stewards at their classified rate for the day of arbitration hearings and all time spent while attending scheduled negotiation meetings, exclusive

of overtime for contract negotiations on Saturdays, Sundays or holidays. The Company also agrees to pay each of these Stewards at their classified rate for time spent on legitimate, Company-related Union business.

- (18) It is understood that all individuals enumerated in this Section are full time employees of the Company and the time spent by them on legitimate, Company-related Union business shall not exceed that time reasonably necessary for such purposes. All time utilized must be properly reported in the production time collection system. The Company will continue to provide the Union with an office.

ARTICLE 2 BULLETIN BOARDS

- (19) Section 1: The Union shall have free use of bulletin boards on Company premises provided the same shall not be used for propaganda purposes and provided all notices are first submitted to and approved by the Human Resources Manager.

ARTICLE 3 WAGES AND INCENTIVE PAY

- (20) The Company agrees to add the following general increases to the classified rate:

Effective Upon Ratification - Twenty cents (.20) per hour increase

July 1, 2001 - Fifteen cents (.15) per hour increase

July 1, 2002 - Fifteen cents (.15) per hour increase

Upon ratification, a \$500 gross signing bonus will be provided to all employees who were actively working as of 07/01/00.

- (21) Section 1: Beginners shall serve a probationary period of six (6) weeks, two hundred forty (240) hours after which they shall be regular employees. This time period for new hires may be extended up to an additional six (6) weeks by mutual agreement between the Company and the Union.

- (22) New employees shall receive, during such probationary period, the rate per hour for beginners as shown on Appendix "C" attached to this Agreement.
- (23) Section 2: Appendix "C" entitled Classification and Rates attached to this Agreement has been agreed to by the parties and shall become a part of this Agreement.
- (24) a) The following classifications will no longer be in the bargaining unit following the ratification of the agreement:
- QC Process Monitor
 - Lubricator
 - Building and Yard Maintenance

The employees currently in these positions will be "red circled" until they bid out, retire or until this agreement expires. Those employees are: QC Process Monitor (None), Building and Yard Maintenance (Morris O'Rourke) and Lubricator (Dave Gralak). The classifications listed above will still remain outside the jurisdiction of the bargaining unit. During the period of this Collective Bargaining Agreement, the classified rate of these incumbents shall not be less than the current classified rate in addition to contractual increases.

- (25) By mutual agreement, the Company and the Union may explore and implement other types of Production Standards or Incentive Systems. The parties agree that upon ratification of a new contract the parties will establish a Company and Union Committee to look at setting a new method of production standards.
- (26) Section 3: At the end of each day, each employee shall be paid not less than his established day rate for the number of hours he worked within that day. Employees assigned to other work will receive the higher of the two rates for time spent on that job but not less than the classified rate.
- (27) Section 4: It is mutually agreed that the Company, after discussion with the Union, shall have the right to create new classifications of any new type of work it desires to enter into.

- (28) Section 5: It is agreed that the principle of equal pay for equal work shall prevail.
- (29) Section 6: Any errors, relative to an employee's pay or earnings entitlement caused by the Company will be issued as a separate check within two (2) normal workdays after the entitlement has been substantiated.
- (30) Section 7: The Company provides a system of Direct Deposit for employees' paychecks. This system will be voluntary for employees hired prior to 05/04/92. Any employee hired after 05/04/92 will be required to participate in the Direct Deposit Program upon hire.

ARTICLE 4 HOURS & WORKING CONDITIONS

- (31) Section 1: Normal Hours of Work - A normal shift is defined as an eight (8) hour period. A normal day is defined as a 24 hour period, beginning with the scheduled start time of an employee's shift. A normal week is considered five (5) normal shifts, Monday through Friday, except those engaged in continuous operations in which case such employees may have a staggered schedule of five (5) days through a week of seven (7) consecutive days beginning Monday. The work week shall begin at 7:00 AM Monday, except that the following applies to employees assigned to and working the third shift:
 - (32) (a) Third shift work assignments will commence on Sunday evening at 11:00 PM instead of Monday evening at 11:00 PM. All work commencing on Sunday evenings at 11:00 PM shall be considered as Monday work and will be paid as such.
 - (33) (b) All work commencing on Friday evening at 11:00 PM shall be considered as Saturday work and will be paid as such.
 - (34) (c) All work commencing on Saturday evening at 11:00 PM shall be considered Sunday work and will be paid as such.

- (35) (d) By mutual consent, third shift workweek schedules may be adjusted to provide full workweek schedules. This will apply only during those weeks where a holiday or special occasion (i.e. Company picnic) occurs. When such adjustment is made, weekend premium pay will not apply to the adjusted shift.
- (36) Section 2: In an effort to provide for deviations to normally scheduled shifts for legitimate employee needs, the following policy is in place:
- (37) 1) An employee requesting an alternate shift will request the alternate shift seven (7) calendar days in advance from his direct Supervisor on a Request for Adjusted Work Shift form provided by the Company.
- (38) 2) The employee's direct Supervisor will assure that this accommodation will not negatively affect the business operations in any way.
- (39) 3) The employee's direct Supervisor will approve the change provided it can be accommodated on the form supplied.
- (40) 4) Additional approvals will be required from the Departmental Manager, Human Resources Manager and Chief Union Steward for the purpose of assuring the consistent administration of this policy and the legitimacy of the requests. Legitimate requests include those involving medical maintenance, formalized education or family emergencies.
- (41) 5) A copy of the form will be returned to the employee's direct Supervisor and the employee will be notified no less than 48 hours prior to the scheduled shift change.
- (42) Section 3: Night Shift Premium
Any employee working on a shift 50% of the hours of which fall after 3:00 PM and before 7:00 AM shall be paid a shift premium of ten percent (10%) of his earnings for all

hours worked within a twenty-four (24) hour period. Shift premium shall become part of the base rate for an employee who works on such a shift.

(43) Section 4: Rest Periods

Each employee will be entitled to one (1) ten (10) minute rest period and two (2) five minute rest periods during each work day. In addition, each employee shall be permitted a ten (10) minute personal wash-up period at the end of his shift. For as long as current working conditions exist, the following exceptions will apply:

- (44) Employees who are operating preform presses or who are assigned to cure press cleanup shall be permitted fifteen (15) minutes prior to the end of their shift for the purpose of personal washup. Employees in the blending department shall be permitted twenty (20) minutes prior to the end of their shift for purposes of personal washup.

(45) Section 5: Pay for Rest Periods

Hourly workers shall be paid at their classified rate for their time during rest periods and all incentive rates shall be set with an allowance in the rate for such rest periods.

(46) (a) Lunch Periods

All employees will be permitted a twenty (20) minute lunch period which will be paid at their classified rate.

(47) Section 6: Unsafe Conditions

If any employee feels there is an unsafe working condition in the plant, he shall immediately report such condition to his Supervisor. If a dispute arises, the Human Resources Manager or designee along with a member of the Safety Committee will be contacted immediately and be required to inspect the problem area before the operation is resumed.

- (48) The Company will make every effort to alleviate all dust problems and oil leaks brought to its attention by the Union.

- (49) Section 7: Company Rules
The Company's rules are posted in conspicuous places throughout the plant. After discussion with the Shop Committee, any new rule or rule which has been changed will become effective seven days from the posting date. Any employee who fails to abide by such rules shall be subject to discipline by the Company.
- (50) The Company will designate Smoking and No Smoking areas.
- (51) Section 8: Report in Pay
If the Company fails to notify any employee not to report to work at least four (4) hours before his operation is scheduled to commence, and if an employee does in fact report for work, he shall be furnished with four (4) hours of work or four (4) hours of pay, unless the condition is beyond the control of the company. Such an employee may be assigned to any available work.
- (52) Section 9: Work Assignments
Nothing contained in this Agreement shall be construed to prevent the Company from assigning any employee to any available position when there is not work in his classification.
- (53) The Union agrees to participate in the development of Employee Involvement Teams.
- (54) Section 10: Call-In Pay
Any employee after completing his scheduled workday who is called in to work shall receive at least three (3) hours work or pay at the discretion of the Company at double time. This shall not apply to those persons asked to report to work earlier than their regular scheduled starting time. Premium pay will be paid for those hours outside the employee's scheduled shift for which he has been called in. In such instances the employee called in will be required to complete his regular scheduled shift and will not, without mutual consent, leave prior to completing that regular scheduled shift.

- (55) Section 11: The Company will schedule all bargaining unit jobs on a continuous eight (8) hour shift from punch-in to punch-out.
- (56) (a) Shift Rotation--For the operations running three (3) shifts, normal shift rotation will consist of one (1) week of 7:00 AM to 3:00 PM, the following week at 11:00 PM to 7:00 AM and the following week of 3:00 PM to 11:00 PM.
- (57) (b) Less than three (3) shift assignments will be determined on the basis of legitimate business reasons. For operations running one (1) or two (2) shifts, employees will be assigned on a rotation shift basis with the exception of indirect labor and/or developmental operations, excluding skilled labor (maintenance). These exceptions will be scheduled as required by legitimate business reasons.
- (58) (c) Mid-week shift re-assignment must be mutually agreed to by the Company and the employee.
- (59) (d) Any deviation from these practices must be mutually agreed to by the Company and the Union.
- (60) (e) Shift trading with other employees within classification will continue to be accepted practice.
- (61) Section 12: Notice of Layoff or Discharge.
 - (a) The Company will notify the Union seventy-two (72) hours in advance of any layoff. If a layoff is scheduled for a Monday, the Company will notify affected employees the preceding Wednesday.
- (62) (b) In the case of discharge for cause, the Chief Steward or his designated alternate shall be present when the employee is so notified. All layoffs and discharge shall be subject to the grievance procedure.

**ARTICLE 5
OVERTIME**

- (63) Section 1: All work performed in excess of eight (8) hours in any one day or forty (40) hours in any regularly scheduled work week shall be paid at the rate of time and one-half. Time and one-half shall be paid for all work performed on Saturdays and double time for all work performed on Sundays.
- (64) Section 2: It is agreed that any time compensated at overtime rate shall not be included in calculating the normal workweek for forty (40) hours. That is, there shall be no pyramiding of overtime pay. When different overtime rates apply, the Company will pay the higher of the two rates.
- (65) Section 3: Employees working four (4) hours or more of overtime after completing their regular work shift will be allowed a paid one-half hour lunch period.
- (66) Section 4: Overtime work in the job classification will be offered to the regular or temporarily assigned operators in the classification based on seniority. For the purpose of Section 5 overtime work refused will be considered as overtime worked. The overtime work will be rotated successively within the job classification based on seniority within the group. The job classification will be predicated on Appendix "C" of the Labor Agreement in effect.
- (67) Overtime hours for permanently transferred employees shall be that the employee transferred will be credited with, for overtime assignment purposes, accumulated year-to-date overtime hours equal to the highest number of accumulated hours any employee in the affected classification has as of the date of transfer.
- (68) Section 5: Overtime work will be distributed as equally as possible among employees in each department. It is understood that overtime is offered in order of the most senior qualified person low on overtime as follows:

- (69) (a) Overtime work will first be offered to bid-in or temporarily assigned operators in each job classification where the overtime opportunity exists.
- (70) (b) If additional employees are needed to work overtime, qualified employees from within the department will be offered the overtime.
- (71) (c) If yet additional employees are needed to work overtime in a classification after qualified departmental employees have been offered the overtime opportunity, overtime will be offered plant-wide in order of seniority.
- (72) (d) In any instance where an employee while working on his shift cannot be located for overtime offering, a representative of the Company, in the presence of a Union Steward or other hourly witness, will make an effort to locate the employee. If he cannot be located, the employee will be passed over for the overtime opportunity and charged the appropriate number of hours.
- (73) (e) Overtime hours of all employees are returned to "0" on January 1st of each year.
- (74) Qualified shall mean familiar with the work to be performed and the method in which the work is performed and able to satisfactorily perform the work without a training period.
- (75) Section 6: All repairs and rearrangement of plant and equipment, etc. are normally performed by Maintenance Department Employees. Machine clean-up is generally done by production operators, while general plant housekeeping is completed by Custodians and Janitors. If a machine requires cleaning during off-hours for the purposes of maintenance activity and the clean-up operation is expected to take less than two (2) hours, that cleaning may be performed by maintenance. If the cleaning is expected to take longer than two (2) hours, the production operators responsible for that machine will be offered the additional time first. If no production operator

is able or willing to fulfill the obligation, then maintenance will be permitted to clean the machine. When additional help is required, the following principles will apply.

- (76) (a) When housekeeping, repairs or moving of a specific piece of equipment is scheduled on an overtime basis such overtime work shall be offered to the operator regularly or temporarily assigned on the specific equipment. Assignment of employees will follow the procedure as outlined above, and this overtime work will be integrated with regular work in the job classification for rotation of assignments.
- (77) (b) When general housekeeping and general plant-wide maintenance is scheduled for overtime, such work shall be offered to qualified employees on the basis of plant-wide seniority. Assignment of this overtime work will be progressively down the seniority list.
- (78) Stockroom overtime will be offered according to standard procedure when, on any given shift, ten (10) hourly employees are working in the plant. When Maintenance employees are assigned to cover the stockroom in line with a proper overtime offering, the Company will use these employees to perform Maintenance functions as the plant needs dictate and storeroom needs allow.
- (79) Section 7: Departmental overtime lists shall be provided to the Union daily.
- (80) Section 8: When overtime is to be worked on Saturday or Sunday, a notice to sign up will be posted on the overtime board by Wednesday preceding the scheduled overtime. Any employee wishing to be considered for posted overtime shall sign his signature on the appropriate "in class or out of class" line along with shifts they are willing to work not later than 9:00 AM Thursday. The final overtime list and job assignments shall be posted by management not later than 3:00 PM on Thursday preceding the scheduled overtime.
- (81) Section 9: In any case where overtime is scheduled by the Company and it is not possible to notify and offer such overtime assignment to eligible employees prior to their

having left the plant, the following procedure shall be followed:

- (82) A representative of the Company in the presence of the Union's Chief Steward or his designated alternate will contact the employees by phone in accordance with the other terms of the overtime provisions to secure, if possible, the necessary number of employees needed for the overtime work.
- (83) Any employee who cannot be reached when called shall be passed over, but shall not be charged with the overtime hours scheduled for the purpose of overtime equalization.
- (84) Section 10: Overtime guidelines are clarified as follows:
- (85) 1) Once an overtime offering is made the offering will be extended throughout the entire department until the offering has been filled or all qualified departmental employees have been canvassed or the offering has been rescinded.
- (86) 2) Overtime will be offered in the following order:
 - Bid-in operators in a classification
 - Temporarily-assigned operators with four or more hours in the classification for that day.
 - These employees are also entitled to daily overtime within their permanent classification.
 - Any temporarily-assigned employee who is scheduled for the week will be eligible for weekend overtime in the temporary classification.
 - Caveat: If an employee is offered overtime within his permanent classification, he cannot refuse that overtime and work overtime in his temporarily-assigned classification until the rest of the department has been offered the overtime.
 - Balance of the departmental overtime list.
- (87) 3) When weekend overtime is offered, shift preference is determined by the shift an employee worked during that week. If a conflict exists, seniority prevails.

- (88) 4) For purposes of overtime assignment, the hours of 7:00 PM to 11:00 PM on Friday evening will be assigned to third shift employees.
- (89) 5) Daily overtime will be offered to all qualified employees within the department in four (4) hour increments prior to offering any employees overtime in an eight (8) hour increment.
- (90) 6) Any employee who returns to work after an absence of four (4) or more weeks will have his overtime equalized as follows: Upon returning to work, overtime for the returning employee will be placed in the same proximity he had to the lowest man on his last day worked.
- (91) 7) Overtime worked or refused will be charged against the appropriate list according to the method in which it would be paid:
- All overtime paid at 1 ½ times is charged against the 1 ½ times list
 - All overtime paid at double-time will be charged against the double-time list.
 - Employees cannot be charged more than four (4) hours overtime per weekday unless those hours are worked.
 - Employees cannot be charged more than eight (8) hours overtime on weekends and holidays unless those hours are worked.
- (92) 8) Maintenance overtime will be charged the same as the rest of the plant with the following exceptions.
- Plant start-up activities will be handled on a separate "Start-up Schedule" managed by the Maintenance Department.
 - Leadmen will be offered overtime to cover for other Leadmen who are absent.
 - Journeymen will be offered overtime to cover for other Journeymen who are absent.
 - For all other maintenance overtime, Leadmen and Journeymen will be offered according to the senior employee who is lowest on overtime.

- Apprentices will only be offered overtime after all Leadmen and Journeymen have been offered.
- Any maintenance employee who is assigned to repair production or facility equipment will have preference on overtime to complete that task.

- 9) When an employee accepts a weekend overtime offering for less than a full shift, his shift will start at the same time as the regularly schedule shift unless mutually agreed to by the employee and his supervisor.
- 10) If an employee is granted an alternate shift for his convenience, this does not create an overtime situation.

ARTICLE 6 SENIORITY AND JOB BIDDING

Section 1: The Company agrees that it recognizes the principle of seniority insofar as it applies to regular employees, who have been employed by the Company for more than six (6) weeks, two hundred forty (240) hours. This time period for new hires may be extended up to an additional six (6) weeks by mutual agreement between the Company and the Union. In all cases of layoff, recall, and promotion within the bargaining unit, length of service shall govern. Employees last hired shall be laid off first, and in recalling all employees shall be recalled in reverse order to that which they are laid off before any new employees are hired.

Section 2: Newly hired employees are subject to discharge during their probationary period without access to the grievance procedure; at the end of the probationary period, their seniority shall be computed from the first day of hiring.

Section 3: It is agreed that length of service shall determine the order in which employees within the plant shall be laid off and recalled providing that they are qualified to do the available work. If a disagreement arises

concerning the ability of a particular employee who is being laid off or recalled, he shall be given a trial of ten (10) days to determine his competence in performing a particular job. In the event a former Maintenance Journeyman employee is affected by a general plant layoff, he will maintain seniority rights in the Maintenance Department.

(98) Voluntary Layoff:

- (1) Voluntary laid off employees will be immediately eligible for medical and dental COBRA benefits at the premium cost plus two percent. If the employee elects COBRA coverage the employee will pay 35% of the total monthly amount and the employer will pay 65%. The Company will require such payments in accordance with the law.
- (99) (2) The term of layoff will be twelve (12) weeks, unless a recall due to business conditions is warranted.
- (100) (3) At the end of twelve (12) weeks (if layoff is longer than 12 weeks) the volunteer returns to work and the least senior employee on the seniority list is laid off.
- (101) (4) Workers whose seniority would normally place them on layoff cannot volunteer for layoff.
- (102) (5) While off, the voluntary layoff's job will be temporarily bid. When he returns he will return to his job seniority in tact.
- (103) (6) Recall may occur at any time during the layoff. Workers have five (5) days to return to work.
- (104) (7) Notice of impending layoff will take place at least one week prior to layoff. Volunteers have forty-eight (48) hours to announce their intention, after that the least senior workers will be notified of their layoff status in line with current contract language.

- (105) (8) The Company has the right to deny voluntary layoffs if the normal function of the Department would be jeopardized.
- (106) (9) Voluntary layoff will be granted in line with seniority.
- (107) Section 4: It is the desire of the Union and the Company that the seniority provisions of this Agreement, as applicable to layoff, be modified to fill openings by seniority preference for a two (2) week period. After this two (2) week period these jobs will be bid.
- (108) When there is insufficient work, the employee affected has the opportunity to take the job of the employee of the least seniority in the plant, provided he is qualified to do the work.
- (109) It is the intention of the parties to avoid successive "bumpings" down the seniority escalator and thus disturb the entire plant each time a layoff occurs. The twelve (12) week period before bidding to another job begins the day the employee is awarded his new job bid.
- (110) Section 5: It is agreed and understood that in the event of any disagreement as to the ability of any employee bidding a job under Article 6, Section 13 a trial period of ten (10) days shall be given to determine his competence.
- (111) Section 6: It is agreed that the Company shall be the judge as to the Employee's general fitness, ability, skill, and training. The Company agrees not to exercise its judgment in these regards so as to discriminate against any Employee, and when the senior Employee is not promoted, the matter will be discussed with the Shop Committee prior to the promotion.
- (112) Section 7: Any Employee shall cease to have seniority if:
- (113) (a) he quits.
- (114) (b) he is discharged for proper cause;

- (115) (c) he does not return to work within five (5) working days (commencing at 5:00 PM on the date of receipt of notice, and continuing for five (5) twenty-four (24) hour periods exclusive of Saturdays, Sundays, and Holidays) when called by sending a registered letter to the last address on the Company's records, and the Union Committee is notified of such fact;
- (116) (d) he has not worked for the Company for the length of the contract, but not less than thirty-six (36) consecutive months. Should he be recalled within that period he will then retain his accumulated seniority status. At the request of the Union, consideration will be given to such latter employees for rehiring.
- (117) (e) in the case of an employee not working because of an injury suffered in the performance of duty, such employee accepting other permanent employment will cease to have seniority unless he notifies the Company of that employment and his desire to return to work with the Company as soon as his condition permits. The Company will send courtesy notifications to employee(s) notifying them of their contractual obligations but this, in no way, relieves the employee(s) of their obligation under the contract.

Section 8:

- (118) (a) It is agreed that the elected plant Stewards and all Executive officers of the Union shall have preference over all other Employees on the Seniority List on which their names appear in regard to layoff. Layoffs of Stewards and Executive officers shall occur in the following order: Executive officers (based on seniority, if more than one); Stewards, in order of seniority; Assistant Chief Steward; Chief Steward.
- (119) (b) Subject to other terms and provisions of this Agreement, it is agreed that the Chief Steward of the Union shall be permanently assigned to work (during his term of office) on the first shift.

- (120) Section 9: The Company will furnish the Union with a Seniority List every month.
- (121) Section 10: Maintenance Apprenticeship openings will be filled in accord with the Apprenticeship Agreement, specifically the most qualified candidate will be selected without regard to seniority.
- (122) (a) When a maintenance (Apprentice, Journeyman, Lead) opening is up for bid, all employees regardless of how long they are on a job will be permitted to bid.
- (123) Section 11: When a job vacancy occurs in the plant, a notice will be placed on the bulletin boards listing the job available. Any employee desiring posted job will accept the assignment, providing he is the successful bidder, by signing a form provided within forty-eight (48) hours from time of posting. The oldest employee in point of seniority shall be given the job providing he is qualified to do the job being bid. Should the successful job bidder fail to qualify for the subject job during a maximum ten (10) day trial period, he shall return to his former job, if available (if not available, to any available job in the plant), and may not bid into another job for a period of twelve (12) weeks. The result of a successful job bid will not involve the breaking in of more than three (3) other jobs in the plant and a successful job bidder shall not bid on another posted job for a period of twelve (12) weeks.
- (124) (a) If a successful bidder refuses to accept a position, he will be returned to any available work in the plant at the discretion of the Company, and he will not be permitted to bid into another job for a period of six (6) months.
- (125) (b) Employee will be placed on the bid job as soon as possible but no later than three (3) weeks after the job has been awarded.
- (126) (c) Job Bidding
 - 1. Job bids must be signed by the employee or his Union's designee who desire the posted position

and cannot be signed or initialed by any other employee. In addition, the employee must notify the designated Union steward in writing of his desire to allow him to sign bids on his behalf.

- (127) 2. Any employee who is not actively working at the time a job bid comes down, due to a physical disability, must promptly submit medical evidence clearly indicating that he will be able to return to work and perform the full duties of the job in question within three (3) weeks following the date the job is awarded, except this will not apply to employees who are disabled as the result of an in-plant injury and unable to work or working on light duty.
- (128) 3. A permanent job bid shall be considered permanent only after the assigned employee has worked on the job for ten (10) days. In the event the employee is removed within the ten (10) days because the job is abolished due to lack of work, he will be returned to his former job.
- (129) (d) In-house Recall
1. In the case where the number of employees in a classification is being reduced, but the total number of plant employees is not being reduced, the reduction will begin with the most junior employee within the classification. Those employees affected will be assigned available openings in the plant but will retain recall rights to their former assignments, in line with their seniority, for a period of time up to ten (10) calendar days, without the necessity of a job bid. All reductions lasting more than seven (7) calendar days will be reduced to writing. The ten (10) day recall period will begin on the first day following the last day the employee worked in his respective classification. Employees who are laid off and not actively working do not hold job rights.
- (130) 2. Recall rights are to be extended (start over again) if someone other than a bid-in employee junior to the affected employee is placed on the affected

employee's previous job for a full shift or eight (8) consecutive hours. Four (4) hours of overtime worked in a classification that has been reduced will renew the employee's recall rights.

- (131) This does not apply when such job assignments are required to replace more senior employees who are absent or if the affected employee himself is not available to work the assignment in question.
- (132) e) Job openings for sickness or accident, approved leave of absence and workers compensation will be bid temporarily after four (4) weeks. If a vacancy becomes permanent, the temporary bid operator will become permanent.
- (133) Section 12: Temporary layoffs not exceeding three (3) working days may be made in any emergency arising out of power failures, major equipment breakdown (i.e. boiler), fires and disasters.
- (134) During such emergency the Company shall have the right to make layoffs without reference to seniority status on affected jobs exclusive of Union Stewards in the affected assignments who will be given any available work. If any additional work is available, it will be distributed to the employees on temporary layoffs in accordance with seniority provided they are qualified to do the available work.
- (135) Section 13: The Company will offer available work to the employees on available work in line with their seniority provided they are qualified to perform the job requested and provided they are not late in reporting for work. If an available work job is refused down the line of seniority, the junior most employee must accept the job assigned by his Supervisor. Job preference for available work is not applicable to temporarily out of work employees. If all available work jobs are filled, the employee will be given the option to leave the plant due to lack of work (without pay) or train (at his classified rate of pay) on available job with bid-in operator as assigned by his Supervisor.

- (136) Section 14: In accordance with the Company's Modified Work Program employees eligible to return to work from Workers Compensation and Sickness and Accident will be returned to modified work in line with their seniority for the purpose of rehabilitating that employee back into the active work force provided that the employee is physically able to perform the work within the restrictions imposed by the physician. Any assignment made under the provisions of the Modified Work Program will be considered temporary and cease when the physician advises that his physical condition permits return to regular duty. All Workers Compensation and Sickness and Accident paperwork will be processed through Human Resources to forward to the insurance company. Employees who are not actively working or receiving pay for working from Motion Control Industries for a work-related injury or S&A for three consecutive years, will be required to contribute 50% of the medical and dental insurance premium in order to continue receiving these benefits. If the employee returns to work for ninety consecutive calendar days during this period, the three-year requirement will start afresh.

ARTICLE 7 LEGAL HOLIDAYS

- (137) Section 1: All hourly employees, with certain exceptions listed below, will be paid eight (8) hours of pay at their straight time hourly classified rate for the following holidays:

Independence Day
Labor Day
Veteran's Day
Thanksgiving
Day After Thanksgiving Day
First Day Legal Deer Season (Gunning)
Day Before Christmas
Christmas Day
New Year's Day
Good Friday
Memorial Day

- (138) Section 2: The following exceptions will not receive holiday pay.

- (139) (a) Those who have no other pay due during the pay period in which the holiday falls.
- (140) (b) New employees who have not worked at least one (1) day prior to the holiday.
- (141) Section 3: It is agreed that the Company will post a notice on the bulletin board three (3) days in advance of a designated holiday whether or not work will be performed on that holiday in the plant or in certain departments.
- (142) Section 4: It is agreed and understood that employees working on paid holidays shall receive double the base rate for all time worked in addition to eight (8) hours of pay at their hourly classified rate.
- (143) Section 5: It is agreed that Saturdays, Sundays and Holidays shall begin with the first shift of the day and will continue for twenty-four (24) hours.
- (144) Section 6: Employees working the third (3rd) shift will receive the day after Christmas as a paid holiday instead of the day before Christmas. First and Second shift employees receive the day before Christmas as the paid holiday.
- (145) However, when Christmas Day is celebrated on a Friday or Saturday, the "Day after Christmas" as defined in the paragraph above shall revert to the "Day before Christmas" for the Third (3rd) Shift employees.

ARTICLE 8 MILITARY SERVICE

- (146) Section 1: It is agreed that any Employee entering the service of the Armed Forces of the United States or the United States Maritime Service shall, upon being given an honorable discharge, be offered employment by the Company if he makes application therefore within ninety (90) days after such discharge, in accordance with the provisions of the Selective Service and Training Act of 1940, as amended.

**ARTICLE 9
LEAVE OF ABSENCE**

- (147) Section 1: Any member of the Union being elected to a permanent office shall be granted a temporary leave of absence and at the end of his office shall be returned to employment without loss of seniority and pension credits according to seniority standing, provided he is physically capable of performing the work.
- (148) Section 2: Any member of the Union being elected as a delegate to any Union activities necessitating a temporary leave of absence shall be granted such leave and at the end of the mission shall be returned to his job with full seniority accumulated during such absence and according to the seniority provisions of this contract.

**ARTICLE 10
MANAGEMENT**

- (149) Section 1: The Management of the Plant has the right to direct the working forces, to decide the methods and schedule of production, to hire from any source, to discipline, suspend, or discharge for just cause, to layoff, to promote, to transfer, to require employees to observe Company rules and regulations, and in addition, but not limited to the foregoing, all rights, powers, privileges of authority the Employer has prior to the signing of their Agreement, except as specifically relinquished or modified herein, shall be vested exclusively in the Company. The Company may explore any types of gainsharing, team-based, or performance-based compensation systems.

**ARTICLE 11
VACATIONS**

- (150) Section 1: Employees who are eligible for vacation will take it in accordance with the following guidelines. Employees may take vacation in half (1/2) or whole days. The employee must notify his Supervisor of his desire to take the first half of his shift as vacation no later than the end of his shift on the prior working day. He must notify his Supervisor no later than one hour into his current shift of his desire to take the last half of his shift as vacation.

- (151) (a) Ten (10) days unscheduled, at employee discretion. Must notify Supervisor one (1) hour prior to start of employee's scheduled shift.
- (152) (b) Remainder of scheduled vacation may be taken with twenty-four (24) hours advance notification.
- (153) Up to two (2) weeks pay in lieu of time off may be taken. Such requests must be designated two (2) weeks in advance.
- (154) Section 2: Effective on Employee's hiring date, paid vacations will be granted as follows:

(155)	EMPLOYMENT OVER	BUT LESS THAN	DAYS OF VACATION EARNED
	1 year	2 years	5 days
	2 years	3 years	6 days
	3 years	5 years	10 days
	5 years	7 years	11 days
	7 years	8 years	12 days
	8 years	9 years	13 days
	9 years	10 years	14 days
	10 years	15 years	15 days
	15 years	20 years	20 days
	20 years	25 years	25 days
	25 years	-----	30 days

- (156) Section 3: The anniversary date for computation of vacation payments will be calculated on the twelve (12) month period beginning with the employee's hiring date. All unused vacation will be paid on the following anniversary date in lieu of additional time off. Up to a maximum of two (2) days vacation in advance will be permitted if the employee's upcoming anniversary date falls within one (1) month of the requested advance vacation day.

- (157) Section 4: Vacations shall be paid at the employee's classified rate (including shift differential, if applicable).
- (158) (a) Employees absent during the vacation will be considered as having continuous service.
- (159) Section 5: All Employees whose services are terminated for any cause whatsoever shall receive with their final pay their accumulated vacation hours.
- (160) Section 6: All employees who are covered by this Agreement shall receive their accumulated vacation allowed at the time they leave for the Armed Forces or the Auxiliary Services.
- (161) Section 7: The Company will provide employees with notification thirty (30) days prior to any shutdown. The Company may also schedule a consecutive five workday shutdown (once during each calendar year during July or December) in which employees will be required to hold and take one of their vacation weeks. This shutdown will be scheduled by January 1st of the calendar year that is scheduled.
- (162) Section 8: An employee who works less than a full twelve (12) months during his service year because of layoff for lack of work in line with his seniority, will have his vacation entitlement prorated in increments of 1/12th for each month worked (rounded up to the nearest full day) upon his return to active status. A one-month grace period will be allowed without any reduction in vacation entitlement. Vacation requests will only be denied if both the Company and Union mutually agree.
- (163) For the purpose of this Article, a full day's pay within any month shall count as a full month's vacation credit.

ARTICLE 12 GRIEVANCE PROCEDURE

- (164) Section 1: The Union shall have the right to utilize the grievance procedure to resolve any procedural or substantive matters as they pertain to this collective

bargaining agreement. The Union shall have sixty (60) days from the occurrence or from the time the Union knew about the issue to file a grievance. All employee grievances between the Company and the Union which arise under this contract shall be addressed in the following manner.

- (165) Step 1: A discussion regarding the incident in question shall be held between the affected employee or employees involved, the Steward and the employee's immediate Supervisor. In the event a satisfactory settlement is not reached within one (1) regular working day the matter will be reduced to writing which must include the specific alleged violation and the remedy sought. Said grievance form shall then be referred to the Supervisor for reply within two regular working days.
- (166) Step 2: The employee's immediate Supervisor, in conjunction with his Manager, shall answer the written grievance within two (2) regular working days. If the answer is unsatisfactory the grievance form, containing the written reason for it being marked unsatisfactory, will be returned to the immediate supervisor within two (2) regular working days. From there, it will be referred to:
- (167) Step 3: Representatives of the Company and Shop Committee shall meet to discuss the grievance within five (5) working days and written reply shall be given to the Union within three (3) regular working days at the conclusion of the meeting. If the answer is unsatisfactory, the grievance form with written reason for it being marked unsatisfactory, will be returned to the Human Resources Department within three (3) regular working days. From there it will be referred to:
- (168) Step 4: Representatives of the Company and Representatives of the Union shall meet within ten (10) working days to discuss the grievance, and written reply shall be given to the Union within five (5) regular working days at the conclusion of the meeting. If the answer is unsatisfactory, the grievance form with written reason for it being marked unsatisfactory, will be returned to the Human Resources Manager within ten (10) regular working days.

- (169) The time limits specified in Steps 1-4 may be waived or extended for a period of thirty (30) calendar days for valid personal or business reasons; provided either party makes the request in writing.
- (170) Section 2: It is mutually agreed that all grievances regarding policy and interpretation of any of the clauses of this Agreement shall be dealt with between the Shop Committee, Representatives of the Union, and the Representatives of the Company.
- (171) Section 3: An employee designated under Section 1, above attending meetings shall be paid at his classified rate for the time lost.
- (172) Section 4: Failure to comply with the time limits of the Grievance Procedure, Article 12, Section 1, by either party will result in forfeiture in favor of the other party.

ARTICLE 13 ARBITRATION

- (173) Section 1: Any dispute which has not been satisfactorily settled after the last step of the grievance procedure may be submitted to the Director of Federal Mediation and Conciliation Service for arbitration within forty-five (45) days of the final answer by either party. The initiating party must also notify the other party of the submission to arbitration within the forty-five (45) day period defined above. Failure to submit the grievance to arbitration within forty-five (45) days of the final answer will mean that the grievance is deemed not arbitrable.

Statement of Intent: The intent of this change is to cap the amount of time available to send a grievance to arbitration in an effort to assure that grievances are handled expediently. This change is not intended to determine resolution to the grievance. If forty-five days elapse, this specific grievance cannot be arbitrated.

- (174) In order to initiate this process, either party may request, by written notice to the Director of Federal Mediation and

Conciliation Service, a panel of names, from the lists maintained by said Service. A copy of the communication to said Director will be forwarded to the other party to this Agreement at the same time the original request is mailed.

- (175) (a) It is agreed that the issue to be arbitrated will be the individual grievance.
- (176) (b) In the event discharge becomes the subject of a grievance, the matter will move directly to the fourth step and be referred directly to arbitration, it being understood that the purpose of this clause is to have such arbitration held with all reasonable dispatch.
- (177) Section 2: The arbitrator shall be mutually agreed upon from a panel of names supplied by the Federal Mediation and Conciliation Service. If the arbitrator cannot be agreed upon from the initial panel, a second panel will be requested. Limit 3 panels or 3 months whichever occurs first. If agreement cannot be reached the Federal Mediation and Conciliation Service will pick an arbitrator.
- (178) Section 3: Notwithstanding any other provisions of this Agreement, no arbitrator shall, without specific written agreement from the Company and the Union, with request to the arbitration proceeding before him, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.
- (179) Section 4: Either party may be represented by Counsel at any Hearing.
- (180) Section 5: The award of the arbitrator shall be in writing and final and binding upon the parties to this Agreement. The award shall be made within thirty (30) days from the close of the hearing.
- (181) Section 6: The Company and the Union shall bear equally the fee and expenses of the arbitrator. All other costs shall be borne by the party requesting additional services.

ARTICLE 14 INSURANCE

- (182) Section 1: The Company agrees to provide for and pay the cost of group insurance for employees in the bargaining group, after completion of the employees probationary period, as follows:

EMPLOYEE SCHEDULE OF BENEFITS

- | | | |
|-------|--|------------|
| (183) | Life Insurance | |
| (184) | Effective July 1, 2000 | \$30,000 |
| | Effective July 1, 2001 | \$31,000 |
| | Effective July 1, 2002 | \$32,000 |
| (185) | Accidental Death and Dismemberment | |
| | Effective July 1, 2000 | \$30,000 |
| | Effective July 1, 2001 | \$31,000 |
| | Effective July 1, 2002 | \$32,000 |
| (186) | Disability (Sickness and Accident) - 32 Weeks maximum payment per rolling 12 month period | |
| | Effective July 1, 2000 | \$315/week |
| | Effective July 1, 2001 | \$325/week |
| | Effective July 1, 2002 | \$335/week |
| (187) | The Company provides a Dental plan that includes: | |
| | \$25 Annual Deductible (\$75 Family Maximum) | |
| | 100% Diagnostic/Preventative Care | |
| | 80% Basic Restorative Care | |
| | 50% Major Restorative Care | |
| | 50% Orthodontia (\$600 Lifetime Max) | |
| | \$1000 Annual Maximum benefit per Family Member | |
| (188) | The Company agrees to provide medical and surgical insurance for full-time employees and their qualified dependents as outlined in the Employee Health Benefits Booklet. Employees will have the option to select one of the following programs: | |
| | (1) Fee-for-Service (\$250 deductible) | |
| | (2) Managed Care | |

- (189) The pertinent information on each of these programs can be found in Appendix B. Plan enrollment will be offered annually (January 1st). At the time of the annual enrollment, employees may enroll in either option.
- (190) The Company will continue Medical Insurance for employees on involuntary layoff through the end of the month in which the layoff occurs plus one month for each year of service, up to a maximum of four (4) months, contingent upon the employee paying 50% of his normally required contribution. Under no circumstances less than 30 days.
- (191) All employees who desire to participate in the Company's Fee-for-Service, Managed Care Health Benefit Plans and Dental Plan shall be required to contribute an amount equal to 15% of the premium. Premium increases will be adjusted on 07/01/01 and 07/01/02. Increases shall not exceed 10% of the previous year's contribution level. The contribution levels as of 07/20/00 are listed in Appendix B.
- (192) Any employee may discontinue medical/dental insurance coverage and receive a monthly payment in lieu of this insurance equal to 40% of the Company's contribution. The monthly payment levels upon ratification of this agreement are listed in Appendix B.
- (193) All health benefit plan contributions will be deducted from paychecks on a pre-tax basis provided the employee submits the proper form. Health benefit plan contributions are listed in Appendix B.
- (194) The Company will provide Hospitalization and medical insurance for employees only who retire early from age 62 to 65 or until such time when they are eligible for Medicare benefits. The Company will pay up to \$250 per month for these benefits with the retiree responsible for any excess cost.
- (195) Section 2: A prescription drug benefit for employees and eligible dependents shall be included in the health benefit plan elected as follows:

Fee-for-Service: \$5.00 co-pay for generic drugs;
\$7.00 co-pay for brand name drugs.

Managed Care: \$35.00 individual deductible,
\$105.00 family deductible. After deductibles are
met, prescriptions will be paid at 100% upon
submission of appropriate claim forms.

ARTICLE 15 PENSIONS

(196) Section 1: Effective July 1, 1997 the Pension Plan will be as follows:

(197) (a) Normal retirement - Age 65—5 years of service.

(198) (b) Employees retiring between the ratification and the expiration of the Agreement shall be entitled to pension benefits and increases during the term of this Agreement as follows:

Amount Per Month	Per year Service
Effective Upon Ratification	\$29.00
July 1, 2001	\$30.00
July 1, 2002	\$31.00

(199) (c) Early retirement--Age 50--5 years service. Actuarially reduced approximately 6 percent per year.

(200) (d) Vesting--Plan participants will have a non-forfeitable right to 100% of their accrued benefit upon completion of five (5) years of service regardless of age.

(201) (e) Disability -10 years of service—The monthly disability benefit will be equal to the amount of retirement annuity that would be payable at normal retirement date based on credited service to date of disability; however, in no case will the disability benefit be less than \$390 monthly. Disability benefits cease when the employee ceases to be eligible for disability benefits under the Social Security Act (or when the employee attains his normal retirement date if disability benefits under

the Social Security Act cease because the employee has reached age 65). On attainment of the normal retirement date, the employee will be entitled to the benefits described in the Plan.

- (202) Disability Retiree Monthly Minimum
- | | |
|-----------------------------|-------|
| Effective Upon Ratification | \$410 |
| Effective July 1, 2001 | \$410 |
| Effective July 1, 2002 | \$410 |
- (203) (f) An hour of service is an hour for which you are directly or indirectly paid or entitled to payment, whether or not you perform any duties. Hours include:
- (204) 1. Hours of pay computed for straight time worked.
- (205) 2. Time on layoff or approved leave of absence is the length of the contract, but no less than thirty-six (36) months.
- (206) 3. Some hours are also counted where you do not perform duties, such as jury duty, vacations, sickness, disability, holidays, and paid leave of absence.
- (207) (g) Survivor's options - one year's notice.
- (208) (h) Retiree Death Benefit: (For employees retiring during the term of this contract)
- | | |
|------------------------|----------|
| Effective July 1, 2000 | \$9,000 |
| Effective July 1, 2001 | \$9,500 |
| Effective July 1, 2002 | \$10,000 |
- (209) Section 2: The Company will provide up to \$250 hospitalization and medical insurance for employees only who retire early from age 62 to age 65 or until such time when they are eligible for Medicare benefits. The retirees are responsible for any excess cost.
- (210) Section 2: The Plan as now modified will not be subject to change by the Company or Union during the life of this Agreement.

- (211) Section 3: Each employee will receive a Pension Booklet.

**ARTICLE 16
FUNERAL LEAVE**

- (212) Section 1: Three (3) days of leave with pay will be allowed to full time employees to attend the funeral of a member of an employee's immediate family.
- (213) Section 2: In order for an employee to receive funeral pay, he must have actually taken the days off and not be receiving pay for any other reason. No double payment will be made for funeral pay.
- (214) Section 3: Pay per day will be eight (8) hours at the regular straight time rate of pay.
- (215) Section 4: Immediate family includes wife or husband, children, brother or sister, mother or father, foster parents, mother-in-law, and father-in-law. Day of funeral only for grandparents, grandchildren and step-parents. Immediate family shall include only the categories mentioned and not other affiliations, legal or otherwise.
- (216) Section 5: Employees become eligible for funeral leave after they have completed the probationary period. Newly hired employees who have not completed their probation will be excused for approved funeral leave without pay.
- (217) Section 6: If required by the Company, the employee will furnish satisfactory proof of death, relationship, and attendance at the funeral.

**ARTICLE 17
JURY DUTY**

- (218) Section 1: The Company agrees to pay a permanent employee the difference between monies received as a juror or at a coroner's inquest and straight time hourly classified rate for time lost as a juror or at a coroner's inquest. This benefit will be paid for no more than three (3) months per year.

**ARTICLE 18
STRIKES AND LOCKOUTS**

- (219) Section 1: The Union will not cause or officially sanction its members to cause or take part in any strikes (including sit-downs, stay-ins, slow-downs, or any other stoppages of work), and will cooperate with the Company in every way possible to prevent any such stoppages of work, and to terminate such stoppages that may occur as soon as possible. The Company agrees not to lockout any of the employees.

**ARTICLE 19
CHANGE IN LAW**

- (220) Section 1: It is mutually agreed that if the adoption or repeal of any State or Federal Legislation or regulation conflicts with or is contrary to, or has any direct bearing upon any of the provisions of this Agreement, negotiations will, upon demand, be opened to make the necessary adjustment, but such negotiations shall be confined to changes in existing laws or regulations.

**ARTICLE 20
SCOPE OF AGREEMENT**

- (221) Section 1:
- (a) The contracting parties agree to apply this Agreement to all Employees in the bargaining unit.
 - (222) (b) This Agreement and such supplements as may be attached to this Agreement express the understanding of the contracting parties and can only be changed by mutual consent in writing.
 - (223) (c) This agreement and such supplements as may be attached to this Agreement supersede all previous Agreements.
 - (224) (d) The Union and the Company agree that this Agreement is intended to cover all matters affecting wages, hours, and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the

Company nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in the Agreement, which includes such items as insurance, pension, job classifications, etc. This subsection shall in no way detract from the provisions of Article 12.

**ARTICLE 21
EXPIRATION AND RENEWAL**

(225) Section 1: This Agreement shall remain in effect from the date of execution hereof until midnight, June 27, 2003, and then shall automatically renew for one (1) year period unless either party gives written notice by certified mail to the other party and such notice must be received or postmarked at least sixty (60) days prior to any expiration time of intention to terminate. In the event such notice is received, then upon request, a conference shall be arranged between the parties within ten (10) days after receipt of such notice.

(226) IN WITNESS WHEREOF, the Company and the Union have caused these present to be signed and duly executed this 20th day of July, 2000.

For the Company:

David Zwald
David M. Cavalline
John Orsulak
Keith Wright

For the Union:

Larry Donachy
Bruce Kinley
Paul Elias
Rich Dush
Ken Wilson
Walter Donachy
Edward Greenawalt

APPENDIX A

As identified in Paragraph (3) to this Collective Bargaining Agreement, the following Key Points of the Severance Plan have been agreed to:

SEVERANCE PLAN -- KEY POINTS

1. An individual is eligible for Severance Pay if he is actively working on or after the signing of this Agreement and is permanently laid off for any reason.
 - a) An employee must work thirty (30) days to be credited for this benefit and vacation will not count towards the thirty (30) days of work.
2. Payment is due upon exhaustion of seniority rights--36 months after date of last layoff.
3. Layoff in excess of 180 days in line with seniority will be pro-rated.
4. Payments will be calculated as follows: As of January 1st of each year, the Fund balance including interest will be determined. That balance will be divided by the total number of service credits as of that date and any payout due during the year will be based on the individual's service in relationship to the total service.
5. Should there be a complete shutdown of operations at the Ridgway facility, the Fund balance including interest and up to date contributions, will be distributed to members as outlined in (4) above.
6. Funding for the Plan shall be modified as follows:
Increase from \$0.25 per hour to \$0.45 per hour on 07/01/01.
Increase from \$0.45 per hour to \$0.50 per hour on 07/01/02.
7. The formal Severance Pay Plan shall be prepared and approved by Carlisle Corporate Officers by January 1, 1986.

For the Company: W.M. SKELLEY, JR.
For the Union: STEVE DISQUE

APPENDIX A (cont'd)
SEVERANCE PLAN PROPOSAL

1. The Union may appoint three members of its choice to serve on the Board of the Severance Plan.
2. Benefits from the Plan shall be distributed under the following conditions:
 - a) Layoff-expiration of seniority rights under current Contract. Benefits will be calculated as of the day of layoff.
 - b) Retirement-ceases to have employment due to retirement.
 - c) Seniority rights are terminated for any other reason - quit, terminated, permanent disability or permanent non-bargaining unit job.
 - d) Death-should an employee die while a member of the plan, his plan benefit will be distributed to the beneficiary listed on his plant life insurance policy unless otherwise specified.
3. Severance credits for benefit calculation will be based on an employee's number of years in the Plan, not in the Plant.

APPENDIX B*
MEDICAL INSURANCE - MANAGED CARE

	Coordinate Care "In Network"	Self-Referred "In or Out-of-Network"
Deductible Individual Family	None None	\$325 \$600
Out-of-Pocket Maximums (excludes Deductibles, Co-payments, Prescription Drug Expenses, Mental Health and Substance Abuse Expenses, Amounts over "Usual and Customary")	Not Applicable	\$1,000 Individual \$2,000 Family
Co-Insurance	100%	80% after deductible
Policy Maximum	Unlimited	\$500,000
Claim Form Required	No	Yes
Physician Office Visits	100% after \$10 co-payment	80% after deductible
Preventive Care <u>Adult</u> Routine Physical Exam	100% after \$10 co-payment	Not covered
Routine Gynecological Exam (including PAP smear)	Self-Refer to Network OB/GYN** (\$100 after \$10 co-pay)	Self-Refer to Non-Network OB/GYN** 80% (deductible does not apply)
Mammograms as required	100%	80% after deductible
Pediatric Routine Physical Exams	100% after \$10 co-payment	Not Covered
Pediatric Immunizations	100%	80% (deductible does not apply)
Emergency Room Services	100% after \$35 co-payment (waived if admitted) Coordinated benefits apply for emergency care. Authorization from your PCP or Blues On Call not required	80% after deductible Self-referred benefits apply for non-emergency care
Hospital Expenses (Inpatient and Outpatient)	100%	80% after deductible
Medical/Surgical Expenses (except office visits)	100%	80% after deductible
Diagnostic Services (Lab, x-ray, and other tests)	100%	80% after deductible
Durable Medical Equipment	100%	80% after deductible
Ambulance (Elective and non-emergency)	100%	80% after deductible
Spinal Manipulations	100% after \$10 co-payment	80% after deductible Limit 25 visits/year

APPENDIX B (con't)
MEDICAL INSURANCE - MANAGED CARE

	Coordinate Care "In Network"	Self-Referred "In or Out-of-Network"
<i>Mental Health</i>		
Inpatient	100%	80% after deductible
Outpatient	100%	50% after deductible
<i>Substance Abuse</i> (PA mandated benefits indicated below)		
<u>Inpatient</u>	100%	80% after deductible
Detoxification	7 days admission 4 admissions per lifetime	7 days admission 4 admissions per lifetime
Rehabilitation	100%	80% after deductible
	30 days/year 90 days/lifetime	30 days/year 90 days/lifetime
<u>Outpatient</u>	100%	50% after deductible
	60 visits/year 120 visits/lifetime	60 visits/year 120 visits/lifetime
<i>Skilled Nursing Care</i> <i>Facility</i>	100%	80% after deductible Limit 50 days per year
<i>Home Health Care</i>	100%	80% after deductible Limit 50 visits/year
<i>Private Duty Nursing</i>	100%	80% after deductible Limit: \$5,000/year
<i>Pre-certification</i> <i>Requirements</i>	Performed by Network Medical Management	Required for inpatient admission to non- participating hospital

**A female member may self-refer to a network OB/GYN of her choice for an annual gynecological examination, mammogram and PAP smear, as well as for maternity care.

APPENDIX B (con't)

MEDICAL INSURANCE - FEE FOR SERVICE

BLUE CROSS COVERAGE - HOSPITAL BENEFITS (Blue Cross benefits cover 100% of eligible inpatient and outpatient charges for services provided by hospitals and other participating health care facilities.)	
<u>Inpatient Days</u>	365 days per admission. A new admission begins 90 days after the discharge date.
<u>Room Accommodations</u>	Semi-private: Full allowance. Private Room: equal to the hospital's most common charge for semi-private rooms.
<u>Hospital Ancillary Services</u>	No dollar limit for services provided
<u>Diagnostic Services</u>	Covered as an inpatient
<u>Outpatient:</u>	
Emergency Accident	Covered within 72 hours
Diagnostic X-rays	\$50 deductible. This deductible will not be eligible for reimbursement under Major Medical Benefits.
Diagnostic Testing	No maximum, no deductible for specific covered tests
Diagnostic Laboratory	No maximum, no deductible
Minor Surgery - Covered	Radiation Therapy
<u>Drug and Alcohol:</u>	
Detoxification	7 days per admission, 4 admissions per lifetime
Rehabilitation	30 days per year, 90 days per lifetime
Ambulatory	60 outpatient services per year, 120 services per lifetime
<u>Skilled Nursing Facility Services</u>	Covered - 2 days in a Skilled Nursing Facility equals 1 hospital day
<u>Home Care Services</u>	Covered - 100 visit per 12-month period
BLUE SHIELD COVERAGE - PHYSICIAN BENEFITS (Blue Shield Medical/ Surgical benefits cover eligible services provided by physicians and other health care professionals.)	
<u>Surgical Operations...</u>	Covered - Payment based on Usual Customary and Reasonable (UCR) charge
<u>Obstetrical Services including routine newborn care</u>	
<u>Oral Surgery</u>	
<u>Second Surgical Opinion</u>	
<u>Radiation Therapy</u>	
<u>Diagnostic X-ray Services</u>	
<u>Allergy Testing</u>	
<u>Anesthesia</u>	
<u>Shock Therapy</u>	
<u>Medical and Osteopathic Care</u>	Covered in hospital only
<u>Consultation Services</u>	
<u>Physical Therapy</u>	
<u>Home and Office Calls</u>	For employees only when they are unable to work - \$25 deductible
<u>Diagnostic Pathology</u>	\$100 maximum per calendar year for diagnostic pathology tests. Expenses in excess of \$100 for these tests will be eligible for reimbursement under Major Medical benefits. (Standard deductible and co-insurance for Major Medical apply.)
<u>Emergency Accident Care</u>	Covered in or out of the hospital within 72 hours

APPENDIX B (con't)
MEDICAL INSURANCE – FEE FOR SERVICE

MAJOR MEDICAL	
<i>Deductible</i>	\$250 per person – maximum of 3 per family
<i>Co-insurance</i>	After the deductible, 80% of the next \$2,000 of eligible expenses covered, then 100% of excess eligible expenses covered
<i>Out-of-Pocket Limit</i>	Deductible + Co-insurance
<i>Lifetime Maximum</i>	\$1,000,000 per person. Up to \$1,000 automatically reinstated each January 1 st
<i>Private Room Allowance</i>	Limited to the average semi-private room charge
<i>Ambulance Expenses</i>	Covered when medically necessary
<i>Psychiatric Care Expenses:</i>	
Inpatient	Patient is responsible for 20%
Outpatient	Patient is responsible for 50%
Maximum per Outpatient:	
Physician Visit	\$40 (paid at 50% = \$20)
Lifetime Maximum	\$10,000 – non-reinstatable

*Appendix B is only a summary of you Health Benefit Plans. Please refer to your Health Plan Booklet for specific details.

APPENDIX B (con't)
RIDGWAY HOURLY PAYROLL DEDUCTION
FOR HEALTH BENEFITS ***
(Bi-weekly)

Type of Coverage	Fee-for-Service Cost Per Pay (Upon Ratification)	Managed Care Cost Per Pay (Upon Ratification)
Individual	\$15.17	\$13.52
Parent/Child	\$34.48	\$32.26
Parent/Children	\$38.49	\$33.57
Husband/Wife	\$41.57	\$36.22
Family	\$46.22	\$41.21

The monthly payment rate as of 07/20/00 for employees who discontinue their medical/dental insurance coverage is as follows:

Type of Coverage	Fee-for-Service Cost Per Pay (Upon Ratification)	Managed Care Cost Per Pay (Upon Ratification)
Individual	\$75.00	\$67.00
Parent/Child	\$170.00	\$159.00
Parent/Children	\$190.00	\$165.00
Husband/Wife	\$205.00	\$178.00
Family	\$227.00	\$203.00

The payment is predicated on the participating plan and coverage as of 07/01/00.

APPENDIX C CLASSIFICATION & RATES

	Classified Rate <u>7-20-00</u>	Classified Rate <u>7-1-01</u>	Classified Rate <u>7-1-02</u>
Blender Operator	\$17.70	\$17.85	\$18.00
Cure Press	\$16.70	\$16.85	\$17.00
Cure Press Utility	\$14.60	\$14.75	\$14.90
Preform Press	\$16.70	\$16.85	\$17.00
Janitor	\$13.08	\$13.23	\$13.38
Tin Man	\$14.12	\$14.27	\$14.42
Block Oven (406, 407, 2402)	\$14.20	\$14.35	\$14.50
Screener/Pelletizer	\$14.10	\$14.25	\$14.40
Factory Custodian	\$13.08	\$13.23	\$13.38
Backing Stock	\$16.70	\$16.85	\$17.00
Mold Method Liner	\$15.60	\$15.75	\$15.90
Operation (1002A, 1058A-B, 2407, 3001 & 3005)			
Clean & Deburr (1217)	\$13.70	\$13.85	\$14.00
Slitter (2505, 2509)	\$14.50	\$14.65	\$14.80
703 Off-Highway Polisher	\$14.55	\$14.70	\$14.85
Slit/ID Grind (3002, 3003, 3006/2504, 2506, 2507)	\$15.55	\$15.70	\$15.85
Swing Arm Polisher & Side Grinder (1040)	\$15.60	\$15.75	\$15.90
Manual Polisher (702, 711)	\$16.45	\$16.60	\$16.75
Auto Fixture Grinder (1043 A/B & 1044 A/B)	\$16.20	\$16.35	\$16.50
Auto Grinder Pinch Feed (1003A)	\$16.20	\$16.35	\$16.50
Manual Swing Arm Grinder (3004A)	\$16.20	\$16.35	\$16.50
O.D. Rough Grinder (1002B)	\$15.60	\$15.75	\$15.90
Post Form Liner Operation (1061, 2503 2302-212, 2301, 2602-03-04-06)	\$15.60	\$15.75	\$15.90
BFG Bevel (3004B)	\$15.60	\$15.75	\$15.90
Radial Saw (3109, 3110 & 3111)	\$14.50	\$14.65	\$14.80
Liner Erlmann Drill (2809)	\$16.20	\$16.35	\$16.50
Block Erlmann Drill (2803-2806-2808-2810)	\$16.20	\$16.35	\$16.50